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sonal expenses, household expenditures, or to pay debts existing before coverture, without the written consent of her husband. This decision is based solely on the ground that the separate estate is not charged, specifically or impliedly, in the promissory notes. The statutes in no place require that the separate estate be charged in order to make it liable for contracts authorized by the husband. In support of this decision are *Quisenberry v. Thompson*, (1897), 19 Ky. Law Rep. 1554 and *Benson v. Simmers*, (1899), 21 Ky. Law Rep. 1060. The dissenting opinion, to the effect that the intention to bind the separate estate is to be taken from the facts surrounding the execution of the notes is supported by *Seifert v. Jones*, 84 Mo. 591. *Price v. Planter's Nat'l. Bank*, 92 Va. 468. *Ozley v. Ikelheimer*, 26 Ala. 332. *Wells v. Thorman*, 37 Conn. 318, *De Baun v. Van Wagoner*, 56 Mo. 347. *Avery v. Vansickle*, 35 Ohio St. 270. *Miller v. Miller's Adm'r.*, 92 Va. 510. *Law v. Lipscomb*, 31 S. C. 504. *Brinkley v. Ballance*, 126 N. C. 393. The weight of authority certainly favors the dissenting opinion and apparently the weight of reason is against the decision.

#### INFANTS—EXECUTED CONTRACT—TIME AND CONDITIONS OF DISAFFIRMANCE.

—The plaintiff, a minor, was sole beneficiary under a policy issued on the life of her brother by defendant company for \$300. Settlement with plaintiff had been made ten days after the brother's death for \$50. In this action during plaintiff's minority she seeks to disaffirm the settlement and recover the whole amount, the \$50 received from defendant not being in her possession. On demurrer to the petition it is *Held*: 1. That a minor may disaffirm contracts relating to personalty during minority. 2. That if the minor has not the property in his possession which he received under the contract he seeks to disaffirm, he is not required to make restitution in any form, but may recover the full amount due. *Gonackey v. Gen. Accident, Fire & Life Assur. Corporation*, (1909), — Ga. App. —, 65 S. E. 53.

"An infant can disaffirm any contract during minority, except a contract executed by the conveyance of real estate." PAGE, CONTRACTS, §885. *Shirk v. Shultz*, 113 Ind. 571, 15 N. E. 12; *Childs v. Dobbins*, 55 Ia. 205, 7 N. W. 496; *Bailey v. Barnberger*, 11 B. Mon. (Ky). 113; *Adams v. Beall*, 67 Md. 53; 1 Am. St. Rep. 379; 8 Atl. 664; *Carr v. Clough*, 26 N. H. 280; 59 Am. Dec. 345; *Price v. Furman*, 27 Vt. 268; 65 Am. Dec. 194. Contra:—*Lansing v. M. C. R. R. Co.*, 126 Mich. 663; 86 Am. St. Rep. 567; 86 N. W. 147, citing *Dunton v. Brown*, 31 Mich. 182 to the effect that since the contract is voidable only and not void, it is a matter for his own decision when he arrives at mature age. The modern tendency, however, is to allow disaffirmance during minority, and this is held in the great majority of the states. As to the return of the consideration, the general rule is that any consideration remaining in the hands of the infant at the time of disaffirmance must be returned, but if the consideration has been lost or wasted, return is not a condition precedent to disaffirmance. *Manning v. Johnson*, 26 Ala. 446; 62 Am. Dec. 734; *West v. Gregg*, 1 Grant's Cas. 53; *Featherstone v. Betlejewski*, 75 Ill. App. 59; *United States etc. Co. v. Harris*, 142 Ind. 226, 40 N. E. 1072, 41 N. E. 451; *White v. New Bedford Cotton-Waste Corp.*, 178 Mass. 20, 59 N.

E. 642; *Craig v. Van Bebber*, 100 Mo. 584; *Englebert v. Troxell*, 40 Neb. 195, 58 N. W. 852; 42 Am. St. Rep. 665; 26 L. R. A. 177. The early cases requiring the return of the consideration, or its equivalent if wasted, are for the most part overruled or limited by more recent decisions. *St. Louis etc. Ry. v. Higgins*, 44 Ark. 293, overruling *Bozeman v. Browning*, 31 Ark. 364; *Chandler v. Simmons*, 97 Mass. 508; 93 Am. Dec. 117, not following *Bartlett v. Cowles*, 15 Gray (Mass.) 445. *Bullock v. Sprowls*, 93 Tex. 188, 47 L. R. A. 326, limiting the general language of *Cummings v. Powell*, 8 Tex. 81; *Houston etc. Ry. v. Ferguson*, 73 Tex. 349. Many jurisdictions still adopt the theory that a fair contract cannot be rescinded unless the adversary party is placed in statu quo, at least to the full extent of the benefit received by the infant. *Adams v. Beall*, 67 Md. 53; *Johnson v. N. W. M. L. Ins. Co.*, 56 Minn. 372; 59 N. W. 992; 45 Am. St. Rep. 473; 26 L. R. A. 187; *Hall v. Butterfield*, 59 N. H. 354, 47 Am. St. Rep. 209; *Rice v. Butler*, 160 N. Y. 578, 55 N. E. 275, 73 Am. St. Rep. 703, 47 L. R. A. 303. While this theory seems in many cases to work out the ends of justice better than the theory that the adversary party need not be put in statu quo, the weight of authority is with the latter view. *Dubé v. Beaudry*, 150 Mass. 448; 6 L. R. A. 146; *Tucker v. Moreland*, 10 Pet. 58; *White v. Branch*, 51 Ind. 210.

INJUNCTION—INTERFERENCE WITH POLICE SUPERVISION.—Plaintiffs were operators of moving picture shows in a city of the state of New York. By the New York penal code, "public shows" on Sunday are prohibited. The Supreme Court, Appellate Division, had decided that moving picture shows were not "public shows" within the meaning of the statute, but the police officers still interfered with the plaintiffs' Sunday performances. Plaintiffs now move for an order continuing a temporary injunction restraining the mayor and police from such interferences. Held, that, as the plaintiffs' acts had been declared lawful, the motion must be granted. *Edwards et al. v. McClellan, Mayor, et al.* (1909), 118 N. Y. Supp. 181.

The readiness of the court to restrain the police officers in this case is noticeable because of the usual delicacy with which the courts have acted in interfering with such officials. The civil courts refrain from entering the field of the criminal courts (16 AM. & ENG. ENCY. LAW, p. 370, and cases), the only exceptions being in order to prevent a multiplicity of suits or to prevent the threatened destruction or impairment of property or property rights; 5 POM. EQ. JUR. 635, *Glucose Refining Co. v. City of Chicago*, 138 Fed. 209; *United Traction Co. v. City of Waterliet*, 71 N. Y. Supp. 977; *Dobbins v. Los Angeles*, 195 U. S. 223, (reversing 139 Cal. 179); *Daly v. Elton*, 195 U. S. 242, (reversing 139 Cal. 216); but not always in such cases have the courts recognized their power to interfere, *Brown v. City of Birmingham*, 140 Ala. 590, 37 So. 173; *City Council of Montgomery v. West*, 40 So. 215, 146 Ala. 680. In many cases, though it appears the police officers have interfered with the plaintiff's business, the courts have failed to restrain them on the ground that the plaintiff had an adequate remedy at law: *Gilbert v. Mickle*, 4 Sandf. Ch. 357; *Finke v. Police Comr's*. 66 How. Pr. 318; *Prendorvill v. Kennedy*, 34 How. Pr. 416; *Kenny v. Martin*, 32 N. Y. Supp.